



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

The question involved in the instant case has arisen in Virginia and it was held that the defendant's employee could not be required in an emergency to adopt the wisest possible course to avert an accident, but that due care under the circumstances was the requirement. *Pond v. Norfolk & W. R. Co.*, 111 Va. 735, 69 S. E. 949 (1911).

PRINCIPAL AND AGENT—CONTRACT FOR RIGHT TO SELL DEFENDANT'S TRUCKS IN FRANCE HELD NOT TO INCLUDE TRUCKS SOLD TO THE UNITED STATES FOR USE IN FRANCE.—The plaintiff contracted with the defendant maker of automobiles and trucks for the "sole right" to sell such products to the governments of France, Serbia, and Belgium, as well as within their territory, for a commission, which should be computed on all sales "in or for" the territory named. The defendant corporation sold trucks to the government of the United States which were delivered in the United States, and some of which were used in France during the World War. The plaintiff claimed commissions on such of the trucks as were used in France, but the defendant contended that the terms "in or for" could not be construed to mean "in or for use in". *Held*, the plaintiff is not entitled to commissions. *Godsol v. Nash Motors Co.*, 115 Atl. 604 (1921).

Where there is a sale of goods by the principal outside of the agent's territory, but for delivery in his territory, and where there is evidence of a construction of the contract by the parties, and of an established trade usage, entitling the agent to commissions on such sales, the agent is entitled to recover commissions. *Caro v. Mattei*, 39 Cal. App. 253, 178 Pac. 537 (1919). "Where there is an exclusive agency and the principal violates the contract by making sales directly and knowingly within the exclusive territory he is clearly liable". *Marshall v. Canadian Cordage and Mfg. Co.*, 160 Ill. App. 114 (1911); *Hodson-Feenaughty Co. v. Coast Culvert & Flume Co.*, 91 Ore. 630, 178 Pac. 382 (1919).

If the contract of sale is made outside of the agent's territory to a resident of that territory, and there is evidence of a trade usage entitling the agent to commissions on such sales, he may recover commissions. *Garfield v. Peerless Motor Car Co.*, 189 Mass. 395, 75 N. E. 695 (1905); *Thompson-Houston Electric Co. v. Berg*, 10 Tex. Civ. App. 200, 30 S. W. 454 (1895). But in a later Texas case, *Nickels v. Prewitt Auto Co.* (Tex. Civ. App.), 149 S. W. 1094 (1912), in the absence of trade usage, the court held that where a contract gave defendant the exclusive right to sell certain automobiles and supplies in a fixed locality, plaintiff did not violate the agreement by selling to a resident of that locality at its own place of business, which was outside of the boundaries fixed by the contract.

In the instant case the trucks in question were not sold for delivery in the agent's territory, or to a resident of the agent's territory, or to or for the government of either of the countries named in the contract, but were sold and delivered in this country to the government of the United States. They were sold to the government of the United States for the use of its own army, or for the use of the War Department, and the fact that some of the trucks were used by the army in France, and later turned over to the French government, should not entitle the agent to commissions.